

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**IN RE: JAMES ROBERT JACKSON, Jr.
dba STONEWALL FARM
1021 GOLF COURSE LANE
CHEATHAM TN 37015
SSN: XXXX-XX-1278
Debtor**

CASE NO.: 3:19-bk-01746-MFH

CHAPTER 7

AMENDED MOTION FOR RELIEF FROM THE AUTOMATIC STAY

COMES NOW Nationstar Mortgage LLC d/b/a Mr. Cooper, (hereinafter, “Movant”), by and through the undersigned attorney, and for its Motion for Relief from the Automatic Stay, states as follows:

1. On March 20, 2019, James Robert Jackson, Jr., dba Stonewall Farm, (hereinafter, “Debtor”), filed a petition under Chapter 7 of the Bankruptcy Code in the Nashville Division of the United States Bankruptcy Court for the Middle District of Tennessee.

2. On February 18, 2005, the Debtor(s) executed a Note and Deed of Trust securing payment in the principal amount of \$345,000.00, and delivered the same to Gordon Lending Corporation, a Corporation.

3. The Note is either made payable to Movant or has been duly indorsed. Movant, directly or through an agent, has possession of the Note. Movant is the original beneficiary or the assignee of the Deed of Trust.

4. The Deed of Trust securing paying on the Note encumbers real property located at 1181 Neptune Road, Ashland City, TN 37015, (“Property”), and more particularly described as follows:

A certain tract or parcel of land located in the 7th Civil District of Cheatham County, State of Tennessee, described as follows, to-wit:

LAND in the 7th Civil District of Cheatham County, Tennessee, described as follows:

Bounded on the North by the Cheap Hill and Neptune Public Road; on the East by the lands of R. M. Fambrough; on the South by the lands of George Forbes, formerly the B. L. Weakley lands, and on the West by the lands of Frank Fambrough, formerly the J. D. Fambrough lands.

INCLUDED in the above described property, but specifically EXCLUDED from this conveyance is the following: LAND in the 7th Civil District of said County, described as follows: Beginning at an iron pin on the southeasterly side of Cheap Hill and Neptune Road, 25-feet from the center of said road and on the westerly side of a farm road; thence south 4 deg. 55 min. west and running approximately along with said farm road 897.5 feet to an iron pin on the westerly side of road; thence south 75 deg. 12 min. west crossing a large field and then over the center of a pond 931.75 feet to an iron pin in a fence row in Frank Fambrough's east line; thence north 3 deg. 15 mins. east along a fence row and Frank Fambrough's east line 712 feet to an iron pin on the southerly side of Cheap Hill and Neptune Road 25 feet from the center of said road; thence with the curve of the radius of said road 1,041.5 feet to the point of beginning. According to a survey of Jack R. Underwood, Engineer, made June 29, 1968.

Subject to the power line easement of record at Book 109, page 179, Register's Office for Cheatham County, Tennessee and subject to the rights of others, including the public, to the use of that portion of the above described property which lies within the bounds of any public road or highway.

Copies of the Note, Deed of Trust, and Assignment of Mortgage, are attached hereto collectively as Composite Exhibit "A" and incorporated herein by reference.

5. Movant avers that Debtor is currently in default under the terms and conditions of the Note and Deed of Trust due to the failure to make the required monthly installment payments thereon. Specifically, as June 10, 2019, Debtor is currently due for the November 1, 2014, through April 1, 2019 monthly payment amount of \$1,932.71, and for each payment due, suspense in the amount of (\$1,032.82) for a combined total due of \$103,333.52.

6. As of April 11, 2019, the unpaid balance of Movant's claim was \$347,564.74 and the total secured claim amount of Movant's claim was \$456,331.27.

7. Per Debtor's Statement of Intention, Debtor intends to surrender the Property. *See Doc. 1, p. 16.*

8. The terms and conditions of the Note and Deed of Trust provide that any failure by Debtor to make any payments when due constitutes an event of default, and that Movant would then be able to accelerate the entire debt and make all amounts due under the contract, including all other related costs, expenses and attorneys' fees. The terms and conditions of said contract

provide that Movant may then exercise certain other remedies, including recovery of its collateral.

9. As recited above, Debtor has wholly failed to make payments to Movant on a regular basis, as provided for in the Note and Deed of Trust. This failure constitutes a material default which entitles Movant to relief pursuant to 11 U.S.C. § 362(d)(1).

10. Further, Movant is entitled to relief from the operation of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) because Movant's interest in the property referred to above will not be adequately protected if the stay is allowed to remain in place.

11. Debtor has failed to provide Movant with adequate protection of its interest in the property by failing to maintain the payments to Movant as required by the loan documents. Therefore, Movant requests that this Court grant relief from the automatic stay to enable Movant to foreclose against and liquidate the property and, if appropriate, to file an unsecured claim in this Chapter 7 proceeding.

12. In the event that the proceeds of any sale conducted pursuant to the foreclosure proceedings exceed the amount of the total secured claim amount of the Movant, Movant shall forward said proceeds to the Trustee for disbursement to creditors.

13. Movant requests that Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure not apply in this case, thus permitting Movant to immediately enforce and implement an Order granting relief from the automatic stay.

14. That Movant also claims the entitlement to fees and costs for the filing of the instant motion.

WHEREFORE, Movant prays for an Order granting the Motion for Relief from the Automatic Stay, that Movant be allowed to initiate foreclosure proceedings against the property encumbered by the Deed of Trust, for its fees and costs incurred herein, and for such further and other relief as this Court deems just and proper.

Respectfully submitted,

/s/ Michael Wennerlund

Michael N. Wennerlund (031332)

ALBERTELLI LAW

401 Commerce Street

Suite 150

Nashville, TN 37219

Phone: (615) 265-0835

Fax: (615) 265-0836

Email: bktn@albertellilaw.com

Alternate: mwennerlund@alaw.net

Attorney for Nationstar Mortgage LLC

d/b/a Mr. Cooper

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Motion for Relief from the Automatic Stay, Exhibit(s) and Proposed Order were served by CM/ECF notice and regular mail to the parties below this 19th day of September, 2019.

James Robert Jackson, Jr. (*via US Mail*)
1021 Golf Course Lane
Ashland City, TN 37015
Debtor

Lefkovitz and Lefkovitz, PLLC (*via ECF*)
618 Church St. Suite 410
Nashville, TN 37219
Attorney for Debtor

Erica R. Johnson (*via ECF*)
8161 Highway 100
Suite 184
Nashville, TN 37221
Chapter 7 Trustee

US TRUSTEE (*via ECF*)
OFFICE OF THE UNITED STATES TRUSTEE
701 BROADWAY STE 318
NASHVILLE, TN 37203-3966

/s/ Michael N. Wennerlund
Michael N. Wennerlund (031332)